



**IJIS Institute**

# **GOVERNANCE AGREEMENTS IN PUBLIC SAFETY INFORMATION SHARING PROJECTS**



***IJIS Institute***

**IJIS Public Safety Technical  
Standards Committee (IPSTSC)**

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## FEEDBACK

If you have feedback or suggestions, please email the NISS Help Desk at:

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The Help Desk will forward your comments to the appropriate person(s).

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## INTRODUCTION

The accelerating trend toward regionalization, consolidation and information sharing in public safety, as well as a desire for more efficiency and effectiveness in operations, has led to higher numbers of formal Agreements between participating agencies being created to provide structure and legality to information sharing partnerships. The demand for inter-agency assistance and collaboration has expanded the need for inter-agency information and resource sharing.

Today's Agreements must reflect these emergent considerations not fully addressed in the past. This paper outlines two types of common Agreements, best practices, and components of modern information and resource sharing Agreements.

## OVERVIEW

The IPSTSC Committee's white paper, [\*Data Sharing between Computer Aided Dispatch Systems\*](#), released in late 2011, provoked many questions about governance.

This paper was developed in response to those questions. It is intended to be read and used by an audience of managerial, technical and operational practitioners, as well as legal advisors involved in the development of Agreements between agencies to share information, systems or services.

Effective Agreements must: clearly define the relationship, expectations and responsibilities among participants and users from different organizations; define governance mechanisms regarding decision making and control of the system; allocate risks; and, create functional mechanisms for payments or reimbursements.

Information and resource sharing Agreements should deal with the operational, technical, financial, and data ownership understandings between the parties to the Agreement. Each of these areas will be impacted by a situational change to the Agreement.

### Suggested Components of Agreements

- ♦ Recital
- ♦ Definitions
- ♦ Statement of Purpose
- ♦ Administration of the Agreement
  - Voting
  - Meetings
  - Other Responsibilities
  - Committees, Boards, Teams
  - Finance and Budget
- ♦ Ownership of Property
- ♦ Employees
- ♦ Retained Powers
- ♦ Withdrawal by Agencies
- ♦ Withdrawal Duration
- ♦ Termination of Agreement
- ♦ Amendments
- ♦ Notifications
- ♦ Insurance
- ♦ Hold Harmless
- ♦ Data Integrity
- ♦ Data Security
- ♦ Privacy Policy
- ♦ Record of Meetings
- ♦ Media Policy
- ♦ Dispute Resolution and Penalties

## Purpose

Advancements in public safety computer aided dispatch (CAD), records management systems (RMS), and other associated systems have made it efficient and safe for multiple agencies to share the administration and support of these systems. Meanwhile, the development and wide adoption of the National Information Exchange Model (NIEM) standard have made it technically easier to share data. Additionally, diminishing budgets have made it necessary for agencies to pool and share their resources. Inter-agency Agreements are needed to document the “rules of exchange and resource sharing,” as well as the conditions associated with the non-technical components of the Agreement.

This white paper will assist practitioners who need to craft Agreements between representatives of jurisdictions and/or agencies in order to share information, systems or services. This paper will also set forth some basic best practices and components to consider as a starting point, and will describe typical Agreement sections, as well as commonly omitted sections.

This document is intended to provide guidance for agencies to follow before implementing an information or resource sharing compact. Not all elements of this paper will be relevant to specific circumstances, but all should be considered for incorporating into the Agreement.

### Common sharing scenarios that benefit from a well-thought-out governance perspective:

- ❖ *Resource sharing Agreements*, such as mutual aid or automatic aid
- ❖ *Common platform utilization*, in which one service provider delivers the application that is used by all participants (e.g. a shared CAD system or RMS)
- ❖ *Disparate platforms*, which deliver data to a data warehouse
- ❖ *Data exchange systems*, such as CAD-to-CAD

## BEST PRACTICES

Best practices are time-tested recommendations that, when followed, normally produce superior results to other approaches. Crafting any inter-agency Agreement should be approached as a project with project management principles being followed. Below are suggestions that emerged from recent interviews with leaders from current interoperability projects.



### Learn all you can about change management

Effective change management will provide a strong communications plan among all stakeholders, support the creation of a strong Agreement, and ensure project success over time.

### Search out and confer with similar project leaders

Ask them to share their Agreement with you and to advise you on unanticipated problems they had encountered that could have been addressed in a governance Agreement.

### **Secure real support from all stakeholders in leadership positions**

The up-front time taken with conferences, calls and consensus in crafting the Agreement is well spent. Leadership must allocate sufficient time and resources for formulating and supporting the Agreement.

### **Agree upon a vision**

It is essential for a shared vision for the end result of your project to be endorsed by all affected participants' executive leadership.

### **Review existing inter-agency Agreements for inconsistencies**

This should be done with a fresh look at the data sharing project to ensure that no inconsistencies exist, and that no manual processes limit or contradict the data sharing efforts.



### **Plan to deal with cost allocation issues early**

Cost sharing is a major component of sharing Agreements. The potential impacts of a new system should be discussed, cleared with participants and budgeted well in advance of the impact date.

### **Involve legal advisors**

Allow enough time for the Agreement to be reviewed by the legal advisors of the various stakeholder agencies. It is likely that they will have an opinion and that the Agreement will undergo revisions.

### **Assure independence and impartiality**

There must be a perception of fairness in all aspects of the Agreement.

## **PRACTICAL ISSUES**

The Agreement itself will usually not address *technical* details but should provide a forum and authority for making decisions in this area. It should cover global *operational* and *financial* details. At the most basic level, the Agreement must provide firm guidelines on duties and responsibilities, including financial commitments.

### ***Technical Details***

Generally, a subcommittee will be given the authority to construct guidelines on the *technical* details, including how the data exchange or information and resource sharing will function, the model it will employ, the phases of the implementation, and the data types and formats. Exchange definitions should adopt national standards such as the [NIEM](#), the [Global Federated Identity and Privilege Management \(GFIPM\)](#), and the [Global Reference Architecture \(GRA\)](#). Other technical issues to be determined include maintenance procedures, backup, audit, deletion, and disaster recovery.

## Operational Details

As to *operational* details, the reason for developing an interagency Agreement ultimately revolves around operational needs. While the Agreement is not intended to capture all of the detailed operational nuances for each agency, the general purpose and guidelines should be described. Often captured in the recital section, the document should identify the goals and objectives that are generally independent of the participating agencies. For example, if the Agreement is to govern data sharing, the operational goal might be the desire to share information for the purpose of regional interoperability and mutual aid, with the express consent to use the information for purposes of public safety.

With respect to financial details, cost allocations are usually addressed early, and may entail population figures, call volume, number of personnel or some other metric. Three items are often overlooked: change control, data ownership and asset ownership. As with any project, change control is critical to ensure that potential changes are formally reviewed and approved. In the case of a governance document, change often involves the addition or removal of participating agencies, as well as change to or enhancements of the software. Since these changes can impact the cost and value of the services and sharing being provided, it is important to have a defined formal process with the participating agencies involved. In addition to the normal process, it is common to identify an accelerated process to deal with emergency situations that may arise. As to the change control process, the ownership of information and/or physical assets that are provided to the enterprise need to be specified. When a participating agency leaves the partnership, the rights associated with their contribution (*e.g.* data and equipment) needs to be understood.

## DEFINITIONS & MODELS

No matter how large the scope of the plan to share resources and/or data, a governance Agreement is required to clearly establish the roles and responsibilities of the participating agencies. A number of governance models exist, but the two main ones are *Intergovernmental Agreement (IGA)* and *Joint Powers Agreement (JPA)*.

### **Intergovernmental Agreement**

An *Intergovernmental Agreement* is an Agreement (or contract) between government agencies that contains specific terms and conditions of how the agencies will interact and govern their dealings with each other. IGAs are also known as Memoranda of Understanding (MOU), Mutual-Aid Agreements, and Automatic Aid Agreements.



### **Joint Powers Agreements**

The Law.com dictionary defines a *Joint Powers Agreement* as “a contract between a city, a county and/or a special district in which the city or county agrees to perform services, cooperate with, or lend its powers to the special district or other government entity.” The result of a JPA is the formation of an independent “Joint Powers Authority” (agency) whose powers are granted to it by the JPA. The JPA is totally autonomous from the agencies that create it and typically has its own staff, its own facilities, and its own equipment and computer



resources. Whereas the systems, data and other resources used in an IGA continue to be owned by the agencies that participate in the IGA and that contributed to it, in a JPA, the systems, data and other resources used in the daily business of the JPA are owned by the agency/authority created through the JPA.

Table 1 below summarizes the typical uses of the two different types of Agreements, as well as their advantages and disadvantages.

**TABLE 1. INTERGOVERNMENTAL AGREEMENTS VS. JOINT POWERS AGREEMENTS**

	AGREEMENT TYPE	
	Intergovernmental Agreement (IGA)	Joint Powers Agreement (JPA)
<b>TYPICAL USES</b>	CAD/Dispatch consortiums in which one agency provides 9-1-1 call receipt and dispatching for several member agencies	Dispatch consortiums in which a separate agency is created to provide 9-1-1 call receipt and dispatching services for the participating agencies
	RMS in which one or more agencies collaborate to share a single RMS	Regional RMS in which a separate agency is created to manage a single RMS for all participating agencies
	Automatic Aid Agreement in which two or more public safety agencies agree to dispatch each other's emergency resources	Fusion centers in which a separate agency is created to manage a regional data warehouse with an interface to each participating agency for uploading its information.
	CAD-to-CAD data sharing in which two or more public safety dispatch centers agree to exchange CAD incident information	
<b>ADVANTAGES</b>	A new administrative entity does not have to be created – existing resources are donated or shared among the participating agencies	Autonomy of operations – the new entity is free to operate in a manner that is most efficient to its charter
	Legally less complex	Requires a formal, legal agreement to transfer authority from the member agencies to the new entity
	Lower costs	
	May be governed by an informal agreement	
<b>DISADVANTAGES</b>	Autonomy of operations is difficult to obtain	Legally complex to establish.
	Decisions may be unduly influenced by the requirements of one agency	Not universally available – some states do not allow JPAs or limit the types that can be established
		Higher costs due to administrative and other overhead



## COMPONENTS OF AGREEMENTS

Existing Agreements should be reviewed for contradictions, inconsistencies and omissions. Historically, many Agreements were formulated before the concept of automated information sharing or data exchange technology was fully actuated in the past 10 years. Older Agreements should also be reviewed against newer best practices, and practices that were discovered or evolved from ineffective practices or experiences of other agencies.



Agreements should generally include the following sections:

- ♦ Recital
- ♦ Definitions
- ♦ Statement of Purpose
- ♦ Administration of the Agreement
- ♦ Voting
- ♦ Frequency of Meetings and *ad hoc* Meeting Procedures
- ♦ Other Responsibilities
- ♦ Other Committees, Boards and Teams
- ♦ Finance and Budget
  - Authority
  - Funding
  - Fiscal Period
  - Budget
  - Cost Allocations and Formula
- ♦ Ownership of Property
- ♦ Employees
- ♦ Retained Powers of Participating Agencies
- ♦ Withdrawal by Agencies
- ♦ Withdrawal Duration
- ♦ Termination of Agreement
- ♦ Amendments
- ♦ Notifications
- ♦ Insurance
- ♦ Hold Harmless Clause
- ♦ Data Integrity Responsibilities
- ♦ Data Security
- ♦ Privacy Policy
- ♦ Record of Meetings
- ♦ Media Policy
- ♦ Dispute Resolution and Penalties

### Recital

The Recital section at the beginning should fully describe the intent or purpose of the Agreement. It should include a general statement that summarizes what the participating agencies are agreeing to collaboratively achieve. Typically, the Recital is structured as a set of goals that will be accomplished through the Agreement and is followed by a general set of desired functions, capabilities and/or actions resulting from the Agreement.

### Definitions

This section contains a set of terms, along with agreed upon definitions for each term, and should immediately follow the recital section of the Agreement. The definitions section is critical and should clarify all of the potentially ambiguous terms used in the document, and should sufficiently explain each term to eliminate any ambiguity in the interpretation of the terms by all Agreement participants. The definitions should be one of the first sections to be approved by the Agreement participants.

## **Statement of Purpose**

The Statement of Purpose section clearly defines the purpose of the Agreement. For example:

- ❖ If a User Board is being established to govern the system of shared information, then the roles and responsibilities of the board should be established in this section.
- ❖ If the Agreement is to share data, then this section should describe the data to be shared and how it will be accomplished.

## **Administration of the Agreement**

Most IGAs and JPAs are governed through an administrative body or Governance Board, sometimes called a Steering Committee. This administrative body provides input, planning, and guidance and sets policy and procedures. The establishment of the Board and the authority to make decisions or make recommendations should be clearly stated. The structure of the organization should be specified [*e.g.* how many Board members are allocated to each agency (often one member from each participating agency)]. It is important that the Agreement delineate the roles and responsibilities of the Board in the operation and management of the endeavor. For example:

- ❖ Does the Board establish, review, recommend, or approve the annual operational budget of the enterprise governed by the Agreement?
- ❖ How is the Board involved in resolving issues?
- ❖ Does the Board review and approve new members to the Agreement?
- ❖ Does the Board have officers and, if so, how are they elected?
- ❖ How are Board members designated by the member agencies?
- ❖ How long do Board members serve on the Board?

Whether alternates are allowed and how they participate in the Board's business should also be addressed. One often overlooked factor is whether meetings of the Board are subject to public meeting laws. Specifying whether this is a requirement at the outset can prevent issues later on, especially if contentious decisions are subject to media and public review. The typical items addressed in this general section. Include:

- ♦ Voting
- ♦ Frequency of Meetings and Ad-Hoc Meeting Procedures
- ♦ Other Responsibilities
- ♦ Other Committees, Boards and Teams

### *Voting*

This section should clearly define the authority of the member agencies and how decisions are made, including:

- ❖ Which agencies/members participate in decision making. This should be addressed either by explicitly identifying the agencies or through a discussion of membership roles, such as full member, associate member, contributing agency, etc.
- ❖ If one participant agency has more control/power than one or more of the others.

- ❖ Whether decisions are made via majority vote or some other format.

Any other aspects of decision making and member agency organizational structure should also be fully described in this section of the Agreement.

Often overlooked is the procedure for resolution of tied votes; the Agreement needs to be structured so that votes cannot be tied or it should address what happens if a tie occurs:

- ❖ How votes are weighted must also be described – Is it a straight vote (*i.e.* one agency, one vote) or weighted vote (*i.e.* larger agencies votes may count more by a predetermined weighting factor)?
- ❖ How many participants need to be present for decisions to be made?
- ❖ Is proxy voting allowed?
- ❖ Can alternates vote?

These and other voting decisions need to be addressed in the Agreement. Subcommittee voting and decision making should be covered as well.

#### *Frequency of Meetings and Ad-Hoc Meeting Procedures*

It is a good idea to indicate in the Agreement how often the Governance Board meets (*e.g.* monthly, bi-monthly, quarterly, etc.). There should be a procedure for calling *ad hoc* meetings if one or more member agencies have a pressing issue that needs to be addressed. Who can call emergency meetings of the Board and how much notice is required should be included in the Agreement, as well.

#### *Other Responsibilities*

The Administrative Body's responsibilities might also address the establishment of policies related to the system, such as privacy, security and data quality issues. The Administrative Body may also review and provide input and guidance on various plans, such as the Strategic Plan, the Technology Plan, and the Finance Plan. When there is a major controlling agency, the plans are usually derivatives of that agency's plans, and the Administrative Body is a reviewer and contributor.

#### *Other Committees, Boards and Teams*

This section of the Agreement can be complex and should be carefully reviewed. The Agreement can identify several standing or permanent committees in addition to the Administrative Body. These committees relieve the Administrative Body from the responsibility of providing expertise in all areas. Standing committees usually include, but are not limited to:

- ♦ Technical Advisors
- ♦ Policy
- ♦ Customer/User/Citizen
- ♦ Finance/Budget
- ♦ Project Management

This section should also specify the ability to create “as needed” committees for a particular purpose or study. As-needed committees may be permanent or temporary in their existence.

Standing and as-needed committees are created according to a set of identified or explicit rules contained in the Agreement. The Agreement should: lay out the rules for committee membership; establish voting rules/procedures; identify the length of committee existence; and, identify requirements for reporting findings. An Administrative Body member may also be a member of another committee, while a committee member is generally another member from a participating agency with the appropriate skills for the committee. In any case, the Agreement should specify who is allowed to serve on one or more committees.

The Administrative Body sub-section should identify the committee’s chairperson and co-chair by position or title.

## **Finance and Budget**

This section should document the structure for fiscal responsibility and oversight needed to operate and fulfill the Agreement’s obligations. Its purpose is to describe the processes and procedures necessary to ensure strict accountability of all funds, including tracking of receipts and disbursements. Generally, the following sections are included:

- ♦ Authority
- ♦ Funding
- ♦ Fiscal Period
- ♦ Budget
- ♦ Cost Allocations and Formula

### *Authority*

Documents who is authorized to act as the fiscal agent(s) and perform tasks such as: identifying, pursuing and obtaining funding; preparing and approving the budget; approving and expending funds; and, preparing and providing fiscal reports. Authority may be shared across members, or members may be appointed to act in specific roles, such as treasurer or auditor.

### *Funding*

Describes what funding sources are authorized to be pursued and used. These include grants, membership fees or like-kind donations of equipment, resources and personnel. The fiscal contribution of each participant should be described, as well as how funding will be adjusted upon the addition or departure of participants.

### *Fiscal Period*

Documents the fiscal year that will be used for budget and reporting purposes.

### *Budget*

The overarching fiscal plan for anticipated revenue and expenses. The Agreement typically does not contain an actual budget, but defines the budget preparation responsibilities and approval process, including:

- ❖ Who prepares the budget (e.g. finance subcommittee, specific member agencies, director)
- ❖ How, when and to whom is the budget submitted
- ❖ Who is authorized to approve the budget (e.g. all members equally or weighted voting based on factors such as longevity of membership or percentage of fiscal contribution)
- ❖ How is approval defined (e.g. simple majority or two-thirds majority) if the approval process differs from the normal voting processes.

As a side note, when the actual budget is prepared, do not overlook maintenance and support, costs for new assets, and planning for emergency/unexpected costs.

When there is a controlling agency, the Financial Plan will usually determine user fee structure and special usage fees, based upon type of agency membership. The Agreement may allow some control over (or input into) capital appropriations and operation funding. The Agreement should allow the pursuit of grants and other funding that is available for a shared effort as represented by the Agreement which otherwise would not be available to individual agency.

#### *Cost Allocations and Formula*

Cost allocation is a critical component of any Agreement, especially since many multi-agency Agreements are put in place primarily to save money. As a result, the formula for cost sharing must be identified before entering into the Agreement, and any decisions reached regarding cost allocations should be documented in the Agreement. The Agreement should contain a clearly defined method for allocating the costs of the annual budget (see above) among the participating agencies. The Agreement should also describe how the cost allocation formulas can be changed and how changes are implemented.

There are many ways to allocate costs, with several common examples based on population, staffing, tax basis, or services rendered (e.g. call volume) from the respective agencies. These allocations may change over time. Cost allocations may include grant funding contributions, matching components, in-kind materials (e.g. system hardware or software), or other tangible contributions. The contributions need to be able to be fairly assessed in order to properly perform a cost allocation among agencies. Cost allocations are typically annualized, with a fiscal year start date specified. Partial or pro-rated cost allocation may be provided for a partial year. Billing policies should also be identified, specifying if monthly or annual payments are allowed, payment due dates, and late payment penalties.

A proportional formula method of allocating the fixed and variable costs is typically used to ensure the equitable allocation of cost among the participating agencies. The proportional formula method can allocate costs based on the share of certain factors associated with serving the customers or agencies. Common factors include measures of fiscal capacity and the demand for services. These and other inputs are common components in many formulas; however, the manners in which they are operationalized and combined may differ.

#### **Ownership of Property**

The Agreement should describe the ownership of assets, including intellectual property, person(s) responsible for maintenance and support of assets, as well as disposition of assets when the group is

disbanded, participating agencies exit from the Agreement, or the assets become obsolete. Any retained responsibility and authority should be delineated.

### **Employees**

The Agreement may identify administrative staff in a JPA, but an IGA typically has no employees. Depending on the Agreement, this section would address all human resources: who pays them, who covers administrative and overhead, and who pays for employee benefits. Employees of any agency, board, body, or commissions created by an IGA or JPA, if compensated, may be paid by the created body either by fees it generates by its existence or by fees and/or taxes levied against the “customers” of that body.

### **Retained Powers of Participating Agencies**

This section deals with the authority or power the principals specify that they intend to keep. Principals of the authority (*i.e.* agency, board, commission) may retain for themselves special powers to operate and manage their organization according to the prevailing laws of the host state or jurisdiction. These powers may include the creation; adoption; or diminution of rules, policies and regulations. The rights to issue Requests for Proposals (RFPs), make purchases and expenditures, issue bonds, and encumber debt and credit may be specified. The exact nature of the powers retained by the principals should be expressly detailed in the authority’s governance document.

### **Withdrawal by Agencies**

The thought and planning for this possible event is often neglected as Agreements are being constructed, but it is important to address the very real possibility of agencies withdrawing. This section should address issues such as whether advanced notice is required (*e.g.* the number of days of notice before a trigger date), and if the agency is entitled to reimbursement or whether it must pay for services (*e.g.* removing its data from the shared database).

Participants of the administrative board or, in a JPA, key staff, may be terminated, resign or retire from their positions. The Agreement should spell out how these actions are handled with respect to advanced notice requirements, form of notice, and to whom the notice is addressed.

### **Withdrawal Duration**

The period of performance related to the Agreement (*i.e.* perpetual or actual end date) should be specified. It is important to identify minimum durations for participation because the period of performance related to the Agreement should be specified. It is important to identify minimum durations for participation because costs can vary significantly as agencies are added or removed. There may be a minimum period of participation, followed by an annual opt-out with a specified notification period, typically some number of days or months before renewal. If needed, additional clarification should be provided to specify calendar days or business days. For simplicity, the Agreement may renew on an annual date common for all participants, regardless of when they actually joined. Take care to ensure that directives in this section do not contradict language in the Termination section.

### **Termination of Agreement**

This section should address the actions and activities that will occur if the Agreement is to be terminated—when and how the issue is voted upon, when it is effective, how financial obligations for the termination are handled, and what happens to any hardware, software or human assets owned by

the participants or consortium. This section must be consistent with any other section that may address some or all of these questions.

This section of the Agreement must also address the following:

- ❖ Transfer of authority for operations if the purpose of the Agreement is to remain, including all aspects of the terminating authority's organization, responsibilities and obligations, assets, and employees. This plan must also include a transition schedule for a timely and coordinated transfer.
- ❖ How to terminate the purpose/object of the Agreement, including addressing the transfer and/or dissolution of assets, human resources, financial obligations, data and information technology, property, vehicles, and facilities. The process of terminating operations should be spelled out in the governance document. This section of the Agreement should specify who makes the decision to terminate operations, what percentage of the majority ratifies the decision, who else approves the decision, how the decision is communicated across the Agreement's membership, and, if appropriate, alternative forms of dissolution that may be available.

### **Amendments**

The Agreement should specify how it (the Agreement) can be modified and how potential amendments are presented and voted upon. Amendments to a governance document may add, modify or discontinue rules or policies. Amendments may provide additional detail, qualification, or clarification to a governance principle in the organization's body of rules and regulations. The governance document should specify: who is authorized to propose amendments; how amendment proposals are vetted; who approves amendments; and, the voting procedures for their adoption.

### **Notifications**

Notifications may be required for any activities that affect the Agreement with respect to any of the participating parties. This includes meeting dates, and any potential changes to the Agreement, such as: the addition or withdrawal of a participating party; notices of termination; changes in terms and conditions; cost allocation formulas; amendments; and, changes in notification personnel. The Agreement should specify the method for notifying the participating members (*e.g.* certified letter, e-mail) for different types of actions, each member agency's notification contact (by name, title and mailing address), and any advance notice that is required.

### **Insurance**

The Agreement should specify whether insurance coverage is required to cover indemnification and liability that may be incurred through the performance of the Agreement. Depending on the type of Agreement and the agencies involved, insurance may not be needed, as coverage may be provided by an existing policy, through either the hosting agency or participating agencies. If the Agreement creates a separate entity, though, then it is likely that a separate insurance policy will be required.

### **Hold Harmless Clause**

This section should contain language that specifies the level of indemnification provided, included and/or required in the Agreement; for example, the section may require the consortium or participants



to defend, indemnify and hold the partner agencies and staff members harmless from a variety of legal actions.

### **Data Integrity Responsibilities**

The Agreement should specify the level of accuracy required for data contributed by participating agencies, and the timeframe and responsibilities for correcting any identified data integrity issues. The Agreement should acknowledge that the information contained in the shared databases may not be accurate and that participating agencies should use their best efforts to make it as accurate as possible. If appropriate, the contributor of erroneous information should be relieved of any liability for use of that information beyond agreeing to perform/participate in a periodic audit process to compare their current information to that contained in the shared environment.

Depending on the sharing model, the Agreement should specify whether the entity maintaining the shared data must use specific information technology practices to assure continuity of access, avoidance of data corruption, and timely restoration of the data in case of equipment failures.

### **Data Security**

In many cases, state and federal security standards serve as a starting point for data security standards. The Agreement should specify the level of security that participating agencies should employ to maintain and enforce the integrity and security of information contained in shared databases. This includes internal security of records and related technical support for security, and appropriate vetting of personnel with access to the information, including such measures as background checks, fingerprint checks, and individual compliance Agreements. The procedures and guidelines in *FIPS 140-2*, *28 CFR Part 23 Criminal Intelligence Systems Operating Policies* or the *FBI CJIS Security Policy* may be appropriate to review and reference in the Agreement in some cases.

### **Privacy Policy**

As previously mentioned, astute consortiums should endeavor to follow the latest guidelines that pertain to privacy. The agreement may want to address the privacy information within the data and the privacy information that may be collected on users of the system. Be aware that additional privacy rules may be implicated as medical or child services become involved. The data integrity efforts may need to allow for redress and other privacy actions depending on whether the information is used, stored and/or aggregated. Whether privacy needs a separate section of the Agreement or not is up to the participants; however, it is generally considered a good idea to state and demand adherence to identified best practices and to include any such requirements in the Agreement. Such guidance and/or best practices may be placed in an appendix.

### **Record of Meetings**

The Agreement should contain guidelines as to: how to capture the substantive discussion of meetings; who will take ownership of this task; where this information is stored, to whom it should be reported; and, how to respond if someone outside the committee asks for these records. Some states have “Sunshine Laws” that mandate meeting and minutes, so it is good to obtain legal guidance if this section is included.

### **Media Policy**

In most cases, member agencies will be required by public disclosure requirements to acknowledge entry to an Agreement with other agencies. Beyond that, the Agreement may specify who within the consortium should speak for the agencies participating in the Agreement. It may be desirable for the consortium to have a single voice and, if that is the case, the Agreement should specify how that is achieved.

### **Dispute Resolution and Penalties**

In general, parties to the Agreement should adhere to the old adage, “Hope for the best but plan for the worst.” There should be dispute resolution language either in a specific section about non-adherence to the Agreement, as well as a penalty section in which the penalty for non-compliance is spelled out; for example, the Agreement should specify what happens if a member agency does not meet its financial obligations in a timely manner, or what happens if data errors are not appropriately addressed. This section may also address laxity and indifference, misbehavior, or even penalties for bad behavior. The Agreement should include a severability clause in case one party challenges the entire Agreement or a section of the Agreement is found to be illegal or unenforceable.

## **CONCLUSIONS**

There are a variety of types of Agreements between agencies that specify how they are to share services and/or provide automatic or mutual aid. The ability to automate these processes has made data sharing Agreements more complex; however, a consortium formulated with good intentions and a well-thought-out governance as a foundation is ahead of the game. Starting an Agreement from scratch can be quite time-consuming—the more parties involved, the more unwieldy and protracted the process of crafting an Agreement can become. Agencies should be able to draft strong Agreements that avoid typical pitfalls by considering the components discussed above. It has been said that “good contracts make good friends” —it is important to be as well prepared as possible when considering any sharing scenario.

Overall, key lessons learned from recent projects go well beyond the creation of written governance documents. Trust is an essential element; and, to gain and retain trust, there have to be transparency and accuracy on both sides. Realistic expectations regarding timelines, costs, savings, and benefits must be communicated among all stakeholders.

The importance of achieving buy-in cannot be overstated. Anticipate that there will be issues and plan for how to mitigate them. A focus on the people and relationships in an environment of trust and fairness built upon realistic expectations will enable information sharing to work as expected and benefit all participating agencies, as well as the public.

## GLOSSARY

ACRONYM, ABBREVIATION OR TERM	DEFINITION
CAD	Computer Aided Dispatch
GFIPM	Global Federated Identity and Privilege Management
GRA	Global Reference Architecture
Governance	– The process for decision making, granting of power or the verification of performance.
IEPD	Information Exchange Package Documentation – A specification for a data exchange that defines a particular exchange of information.
IGA	Intergovernmental Agreement – A document that defines terms, conditions, responsibilities, participation and interaction between agreeing parties.
JPA	Joint Powers Agreement – Yields the formation of a separate government entity that agrees to perform services, cooperate with, or lend its powers to the special district or another government entity.
MOU	Memoranda of Understanding
NIEM	National Information Exchange Model. – XML-based information exchange framework designed to develop, disseminate, and support enterprise-wide information exchange standards and processes that foster automatic Information Sharing.
RMS	Records Management System

## ABOUT THE IJIS INSTITUTE

The IJIS Institute unites the private and public sectors to improve critical information sharing for those who provide public safety and administer justice in our communities. The IJIS Institute provides training, technology assistance, national scope issue management, and program management services to help government fully realize the power of information sharing.

Founded in 2001 as a 501(c)(3) nonprofit corporation with national headquarters on The George Washington University Virginia Science and Technology Campus in Ashburn, Virginia, the IJIS Institute has grown to nearly 200 member and affiliate companies across the United States.

The IJIS Institute does its valuable work through the contributions of its member companies. The IJIS Institute thanks the Emerging Technologies Advisory Committee for their work on this document.

The IJIS Institute also thanks the many companies who have joined as members that contribute to the work of the Institute and share in the commitment to improving justice, public safety, and homeland security information sharing.

For more information about The IJIS Institute, please visit: <http://www.ijis.org>

## LINKS TO MORE INFORMATION<sup>1</sup>

### NCR (National Capital Region) Net

- ♦ <http://www.ncrnet.us/>
- ♦ [http://www.ncrnet.us/fileshare/files/3/exchanges/CAD\\_Exchange/NoVA\\_CAD\\_Charter\\_web\\_version.pdf](http://www.ncrnet.us/fileshare/files/3/exchanges/CAD_Exchange/NoVA_CAD_Charter_web_version.pdf)

### Information Sharing Environment (ISE)

- ♦ *Governance Building Blocks* – <http://ise.gov/building-blocks/governance#item=determine-the-need-tid-341>

### National Criminal Justice Reference Service (NCJRS)

- ♦ <https://www.ncjrs.gov/index.html>
- ♦ *Mission Possible: Strong Governance Structures for the Integration of Justice Information Systems* – <http://www.ncjrs.gov/pdffiles1/bja/192278.pdf>
- ♦ *Governance in Interoperability is Key to Success NCJ 224531* – <http://www.justnet.org/TechBeat%20Files/Governance.pdf>
- ♦ *Effective Police Communications Systems Require New "Governance"* – <http://www.ncjrs.gov/pdffiles1/nij/222362.pdf>

### NENA

- ♦ [http://www.nena.org/resource/collection/88EE0630-CA27-4000-BAA7-24FFA3F9029A/NENA\\_53-506\\_Intra-Agency\\_Agreements.pdf](http://www.nena.org/resource/collection/88EE0630-CA27-4000-BAA7-24FFA3F9029A/NENA_53-506_Intra-Agency_Agreements.pdf)

### For more information about privacy and security information:

- ♦ <http://www.it.ojp.gov/>
- ♦ <http://www.itl.nist.gov/fipspubs/by-num.htm>

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<sup>1</sup> These links are current at the time of publication. Please recognize that links to reference documents may change.